

# EXHIBIT 8

Hon. Tiffany M. Cartwright

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

JOANN LEDOUX,

Plaintiff,

v.

OUTLIERS, INC., DANIEL FREED, MATT  
RUBIN, BRAND NUTRACEUTICALS, INC.,  
BRAND PACKAGING GROUP, INC., and  
JOHN AND JANE DOES 1–5,

Defendants.

CASE NO. 3:24-cv-5808-TMC

**DECLARATION OF SAMEER ANAND**

1. My name is Sameer Anand. I am over eighteen years of age and am competent to testify to the matters set forth in this declaration.

2. I am the founder and chief executive officer of Moment, a company that extends the digital capabilities of e-commerce brands. I am also a software engineering consultant. I attended Stony Brook University from 2014 to 2016, where I studied computer science.

3. From July 2021 to January 2022, I was employed at Outliers, Inc. (“Thesis”) as Senior Software Engineer. From January 2022 through the present, I have worked as a software engineer for Thesis on a consulting/freelance basis.

4. The facts set forth herein are within my personal knowledge, and I learned of them in the course and scope of my responsibilities as Thesis’s Senior Software Engineer.

1           5.       In that role, I was responsible for and managed all aspects of Thesis’s website  
2 operations and components. I was also integral to Thesis’s rebranding from “Formula” to Thesis  
3 and its new website, which launched in September 2021.

4           6.       Consistent with my duties and responsibilities as Thesis’s Senior Software  
5 Engineer and as a freelance software engineer for Thesis, from July 2021 through the present, I  
6 was—and continue to be—familiar with and had personal knowledge of all aspects of Thesis’s  
7 website, including how customers bought Thesis products online from  
8 <https://www.findmyformula.com> (“Formula Website”), as well as the terms and conditions  
9 published and linked to the Formula Website.

10          7.       In July 2021, the month that my employment with Thesis as Senior Software  
11 Engineer began, the Formula Website’s checkout page used web-based checkout technology  
12 from Carthook Inc. The checkout page contained a large “purchase” button. Just above the  
13 purchase button was a check box followed by text stating in substance: “I have read and agree to  
14 the Terms and conditions and Medical Disclaimer.” Thesis’s “Terms and Conditions” (“Terms”)  
15 were hyperlinked to that text. As a result, a customer had the ability to view all the Terms before  
16 making a purchase. In order to buy a subscription of Thesis supplements on the Formula  
17 Website, a customer had to first check the box agreeing to the terms; otherwise, clicking the  
18 purchase button would not result in a transaction.

19          8.       In addition, I reviewed materials from <https://web.archive.org/> showing a capture  
20 of the Terms as set forth on the Formula Website on or about June 22, 2021. Attached to this  
21 declaration as Exhibit A is the capture that I reviewed. It is available at  
22 <https://web.archive.org/web/20210622045132/https://www.findmyformula.com/terms>. One of  
the Terms states:

#### **DISPUTE RESOLUTION AND CHOICE OF LAW**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall take place in the Southern District of New York, before a

1 single arbitrator. Judgment on the award rendered by the arbitrator may be entered  
2 in any court having jurisdiction thereof.

3 Further, you agree that any issue or dispute arising out of or in connection with your  
4 use of our site, intellectual property, the Terms, or any matter concerning Company  
5 shall be governed by the laws of the United States and the State of New York with  
6 venue in the Southern District of New York.

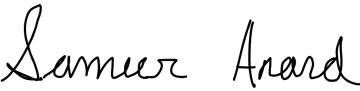
7 9. As Thesis's Senior Software Engineer, I reviewed, am familiar with, and have  
8 personal knowledge of the Terms present on the Formula Website in July 2021. Exhibit A  
9 accurately sets forth the Terms that were hyperlinked to the Formula Website, including to the  
10 text following the check box on the checkout page, in July 2021.

11 10. When Thesis rebranded in or around fall 2021, Thesis made changes to its  
12 website. One of the changes was removing the check box on the Formula Website checkout  
13 page. In my role as Thesis's Senior Software Engineer, I implemented the check box's removal.

14 11. From the time that my employment began in July 2021 until the check box was  
15 removed in the fall of 2021, a customer could not have purchased a subscription from the  
16 Formula Website without having first checked the box agreeing to Thesis's Terms. However,  
17 later that year, a customer would have been able to do so based on the modifications that I  
18 implemented on Thesis's website.

19 12. I declare under penalty of perjury, under the laws of the United States of America,  
20 that the foregoing is true and correct.

21 Executed this 18th day of March, 2025, in New York, New York.

22 

23 Sameer Anand

# Exhibit A

# Terms and Conditions

**CAREFULLY READ THESE TERMS & CONDITIONS BEFORE ORDERING**

## INTRODUCTION

These Terms and Conditions (“Agreement” or “Terms”) constitute a binding written agreement between OUTLIERS INC., and its affiliated entities (collectively “Company,” “we,” “us,” or “our”) and you (“you” or “Customer”). To make these Terms easier to read, the services offered by the Website are collectively called “Services.”

This Website is operated by the Company. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS WEBSITE. THESE TERMS OF USE DESCRIBE YOUR LEGAL RIGHTS AND RESPONSIBILITIES, AND BY ACCESSING OR USING THE WEBSITE OR SERVICE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT. THESE TERMS FORM A LEGAL AGREEMENT BETWEEN YOU AND US REGARDING YOUR USE OF THE SITE ALONG WITH THE RELATED SERVICES, FEATURES, CONTENT, AND OFFERS PROVIDED ON THE WEBSITE. THESE TERMS ALSO INCLUDE A MANDATORY ARBITRATION CLAUSE. IF YOU ARE NOT WILLING TO BE BOUND BY THESE TERMS, INCLUDING THE DISCLAIMERS, YOU MAY NOT ACCESS OR USE THIS WEBSITE. IF YOU DO NOT UNDERSTAND AND AGREE TO ALL OF THESE TERMS, OR ARE UNDER EIGHTEEN (18) YEARS OF AGE, YOU SHOULD CEASE ALL USE OF OUR SITES AND LOGOFF IMMEDIATELY. Your use of this Website, purchase or use of any of our products constitutes your agreement to these Terms and Conditions.

## ACCEPTANCE OF TERMS AND CONDITIONS

By making any use of our Websites (“Website” or “sites”), Services, and any purchase from us, you expressly agree to the terms contained herein.

You consent and agree that your use of a keypad, mouse or other device to select an item, button, icon, checkbox, to enter text, or to perform a similar act/action, while using our sites, for the purpose of accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions, constitutes your signature, including without limitation of the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the “E-Sign Act”) acceptance and agreement as if actually signed by you in writing. Be advised that all activity and IP address information may be monitored. The right to use any product or service you purchase from us is personal to you and is not transferable to any other person or entity.

## CHANGES TO TERMS OR SERVICES

The Company reserves the right to make changes to the sites, policies, and to this Agreement at any time and without notice. YOU SHOULD PRINT A COPY OF THIS AGREEMENT AND CHECK BACK FREQUENTLY FOR UPDATES. Your continued use of our sites or of any purchased product or service following any future amendment constitutes your acceptance of any modified terms. If you have any questions regarding these terms, please contact customer care at [daniel@getmyformula.com](mailto:daniel@getmyformula.com).

## SITE CONTENT AND CONTENT RIGHTS

For purposes of these Terms: (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services or sites; and (ii) “User Content” means any Content that Account holders (including you) provide to be made available through the Services or sites. Content includes without limitation User Content. Any information submitted on the site is subject to the terms of which are incorporated herein.

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## DISPUTE RESOLUTION AND CHOICE OF LAW

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall take place in the Southern District of New York, before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Further, you agree that any issue or dispute arising out of or in connection with your use of our site, intellectual property, the Terms, or any matter concerning Company shall be governed by the laws of the United States and the State of New York with venue in the Southern District of New York. If any provision of the Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect.

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